

CASE PP/1-22799/A/PCT

CERTIFICATE OF MAILING

I hereby certify that this paper (along with any paper referred to as being attached or enclosed) is being deposited with the United States Postal Service on the date shown below with sufficient postage as first class mail in an envelope addressed to the: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450

Anna R. Maddalena
Type or print name

Anna R. Maddalena
Signature

12/12/06
Date

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

IN RE PCT NATIONAL STAGE APPLICATION OF

Group Art Unit:

QI WANG ET AL

Examiner:

INTERNATIONAL APPLICATION NO. **PCT/EP 03/50955**

FILED: **December 8, 2003**

FOR: PROCESS FOR THE PREPARATION OF A

MELAMINE BASED FLAME RETARDANT

AND POLYMER COMPOSITION

U.S. APPLICATION NO: **10/539,097**

35 USC 371 DATE: June 15, 2005

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

PETITION UNDER RULE 1.47(b)

Sir:

In response to the Notification of Missing Requirements under 35 USC 371, dated October 12, 2006, the present Petition and a Declaration under Rule 47(b) are hereby submitted for this application.

These missing requirements are submitted within 2 months of the mailing date of the Notification. No extension of time is required for this submission.

The facts involved are the following:

1. The invention claimed in the present U.S. national stage application was made under a Research Agreement between Sichuan University, Chengdu, China and DSM Melapur, Geleen, the Netherlands, effective April 1, 2001. Ciba Specialty Chemicals Holding Inc. subsequently obtained the rights to said Agreement. A copy of the agreement is attached herewith.

2. The invention was made by six inventors at Sichuan University: 1. Qi Wang, 2. Yinghong Chen, 3. Yuan Liu, 4. Xi Xu, 5. Hesheng Xia and 6. Zhengkun Hua.

3. A priority application for the invention was filed in the People's Republic of China, No. 02156367.5, December 18, 2002.

4. The Sichuan University inventors executed an Assignment for the priority application to Ciba Specialty Chemicals Holding Inc., Basel Switzerland, November 3, 2003. A copy of the Assignment is attached herewith. The Assignment grants Ciba Holding the right to seek and obtain world-wide patent protection for the invention.

5. Ciba Specialty Chemicals Holding Inc. filed PCT application EP 03/50955 on December 8, 2003, claiming priority of the Chinese application.

6. Ciba Specialty Chemicals Holding Inc. assigned the U.S. rights for the priority application to Ciba Specialty Chemicals Corp., Tarrytown, New York. A copy of this Assignment is attached herewith.

7. Ciba Specialty Chemicals Corp. filed the PCT application as a U.S. national stage application on June 15, 2005.

8. The inventors at that time refused and continue to refuse to sign a Declaration and Power of Attorney for the present U.S. national stage filing of the PCT application.

9. Acceptance by the PTO of the present Petition and Declaration and Power of Attorney under Rule 47(b) are necessary to preserve the rights of Ciba Specialty Chemicals Corp. to the

present U.S. national stage application. Ciba Specialty Chemicals Corp. is the assignee of the entire interest in the present U.S. patent application.

10. The six Sichuan University inventors of the invention and their last known addresses are:

- | | |
|---|---|
| <p>1. Qi Wang
9, Part 3, Building 3
Chuanda Huayuan Residential Area
Kehua Road
Chengdu 610065
Sichuan, P.R. China</p> | <p>2. Yinghong Chen
52, Part 2, Building 8, Dormitory 14
Sichuan University
24, Southern Section 1
Yihuan Road
Chengdu 610065
Sichuan, P.R. China</p> |
| <p>3. Yuan Liu
Room 302, Dormitory 1
Graduate Student Flat
Nanyuan Residential Area
Sichuan University
24, Southern Section 1
Yihuan Road
Chengdu 610065
Sichuan, P.R. China</p> | <p>4. Xi Xu
37, Part 2, Building 1
Nanyuan Residential Area
Sichuan University
24, Southern Section 1
Yihuan Road
Chengdu 610065
Sichuan, P.R. China</p> |
| <p>5. Hesheng Xia
24, Part 1, Building 13
Xinbeicun Residential Area
Sichuan University
24, Southern Section 1
Yihuan Road
Chengdu 610065
Sichuan, P.R. China</p> | <p>6. Zhengkun Hua
25, Part 2, Building 8
18, Gongheacun Residential Area
Sichuan University
24, Southern Section 1
Yihuan Road
Chengdu 610065
Sichuan, P.R. China</p> |

Applicants petition the Commissioner to accept the attached Declaration and Power of Attorney under Rule 47(b), signed by an Officer of Ciba Specialty Chemicals Corp.

Please charge Deposit Account No. 03-1935 the fee of \$200.00 under 37 CFR 1.17(g) and the fee of \$130.00 under 37 CFR 1.492(h). A triplicate copy of this letter is provided for charging purposes.

The Commissioner is hereby authorized to charge any necessary fee or credit any overpayment to Deposit Account No. 03-1935.

The help of the USPTO in this matter is greatly appreciated.

Respectfully submitted,



Tyler A. Stevenson
Agent for Applicants
Reg. No. 46,388

Ciba Specialty Chemicals Corp.
540 White Plains Road
P.O. Box 2005
Tarrytown, NY 10591-9005
Tel. (914)785-2783
Fax (914)785-7102

Attachments: Copy of Agreement between Sichuan University and DSM

Copy of Assignment of inventors to Ciba Specialty Chemicals Holding Inc.

Copy of Assignment of Ciba Specialty Chemicals Holding Inc. to Ciba Specialty Chemicals Corp.

Declaration under Rule 47(b)

Copy of Notification of Missing Requirements

12/21/2006 MKAYPAGH 00000065 031935 10539097
01 FC:1463 200.00 DA

12/21/2006 MKAYPAGH 00000065 031935 10539097
02 FC:1617 130.00 DA

DECLARATION AND POWER OF ATTORNEY UNDER CFR 37.1.47(b)

☒ Original ☐ Supplemental ☐ Substitute ☒ PCT

As an Officer of Ciba Specialty Chemicals Corp., Tarrytown, New York, I hereby declare that:

I am a representative of Ciba Specialty Chemicals, Corp., the assignee of the entire interest of U.S. Pat. App. No. 10/539,097 and

My residence, post office address and citizenship are as stated below next to my name.

I believe that Qi Wang, Yinghong Chen, Yuan Liu, Xi Xu, Hesheng Xia and Zhengkun Hua are the first and joint inventors of the subject matter which is claimed and for which a patent is sought on the invention entitled:

Process for the Preparation of a Melamine Based Flame Retardant and Polymer Composition

which is described and claimed in:

- ☐ the attached specification.
- ☒ the specification in U.S. application No. 10/539,097
filed June 15, 2005, and as amended on _____ (if applicable).
(month/day/year) (month/day/year)
- ☐ the specification in International Application No. _____,
filed _____, assigned U.S. Application No. _____ (if applicable), and as amended
(month/day/year)
- ☐ under PCT Article 19 on _____ (if applicable)
(month/day/year)
- ☐ under PCT Article 34 on _____ (if applicable)
(month/day/year)
- ☐ and further amended on _____ (if applicable)
(month/day/year)

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose all information which is known by me to be material to the patentability of this application as defined in 37 C.F.R. § 1.56.

I hereby claim foreign priority benefits under 35 U.S.C. § 119 (a)-(d) of any foreign application(s) for patent or inventor's certificate or of any PCT international application(s) designating at least one country other than the United States of America listed below and have also identified below any foreign application(s) for patent or inventor's certificate or any PCT international application(s) designating at least one country other than the United States of America relating to this subject matter having a filing date before that of the application on which priority is claimed:

COUNTRY/REGION (OR PCT)	APPLICATION NO.	FILING DATE (month/day/year)	PRIORITY CLAIMED			
P.R. of China	No. 02156367.5,	December 18, 2002	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
_____	_____	_____	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
_____	_____	_____	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
_____	_____	_____	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

I hereby claim the benefit under 35 USC § 119(e) of any United States provisional application(s) listed below:

APPLICATION NO.	FILING DATE (month/day/year)
_____	_____
_____	_____
_____	_____

I hereby claim the benefit under 35 U.S.C. § 120 of any United States application(s) or PCT international application(s) designating the United States listed below and, insofar as the application discloses and claims subject matter in addition to that disclosed in the prior

copending application, I acknowledge the duty to disclose all information known by me to be material to patentability as defined in 37 C.F.R. § 1.56 which became available between the filing date of the prior application and the national or PCT international filing date of this application:

U.S. APPLICATION NO.	FILING DATE (month/day/year)	STATUS		
_____	_____	<input type="checkbox"/> Patented	<input type="checkbox"/> Pending	<input type="checkbox"/> Abandoned
_____	_____	<input type="checkbox"/> Patented	<input type="checkbox"/> Pending	<input type="checkbox"/> Abandoned
_____	_____	<input type="checkbox"/> Patented	<input type="checkbox"/> Pending	<input type="checkbox"/> Abandoned

PCT APPLICATION NO.	INTERNATIONAL FILING DATE (month/day/year)	U.S. APPLICATION NO. (if any)	STATUS
			<input type="checkbox"/> Patented
PCT/ EP 03/50955	December 8, 2003	_____	<input checked="" type="checkbox"/> Pending
			<input type="checkbox"/> Abandoned

I hereby appoint the following attorneys and agents, associated with Customer No. 000324, each of them with full power of substitution, revocation and appointment of associates, to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith:

JoAnn L. Villamizar (Reg. No. 30,598), Tyler A. Stevenson (Reg. No. 46,388), Shiela A. Loggins (Reg. No. 56,221), Joseph C. Suhadolnik (Reg. No. 56,880), Mervin G. Wood (Reg. No. 56,711) and Michele A. Kovaleski (Reg. No. 37,865).

Address all correspondence associated with Customer No. 000324 to **Ciba-Specialty Chemicals Corporation, Patent Department, 540 White Plains Road, P.O. Box 2005, Tarrytown, NY 10591-9005.**

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are

punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Full name of a representative of Ciba Specialty Chemicals Corp., the assignee of the entire interest of the present application

Assignee representative signature



Eric R. Finkelman

Date

12/12/2006

month/day/year

Residence

Hockessin, Delaware USA

Citizenship

USA

Post Office Address Same as Above

408 Willowbend Court
Hockessin, Delaware 19707 USA

The true joint inventors are:

1. Qi Wang

9, Part 3, Building 3
Chuanda Huayuan Residential Area
Kehua Road
Chengdu 610065
Sichuan, P.R. China

2. Yinghong Chen

52, Part 2, Building 8, Dormitory 14
Sichuan University
24, Southern Section 1
Yihuan Road
Chengdu 610065
Sichuan, P.R. China

3. Yuan Liu

Room 302, Dormitory 1
Graduate Student Flat
Nanyuan Residential Area
Sichuan University
24, Southern Section 1
Yihuan Road
Chengdu 610065
Sichuan, P.R. China

4. Xi Xu

37, Part 2, Building 1
Nanyuan Residential Area
Sichuan University
24, Southern Section 1
Yihuan Road
Chengdu 610065
Sichuan, P.R. China

5. Hesheng Xia

24, Part 1, Building 13
Xinbeicun Residential Area
Sichuan University
24, Southern Section 1
Yihuan Road
Chengdu 610065
Sichuan, P.R. China

6. Zhengkun Hua

25, Part 2, Building 8
18, Gongheacun Residential Area
Sichuan University
24, Southern Section 1
Yihuan Road
Chengdu 610065
Sichuan, P.R. China



UNITED STATES PATENT AND TRADEMARK OFFICE

UNITED STATES DEPARTMENT OF COMMERCE
 United States Patent and Trademark Office
 Address: COMMISSIONER FOR PATENTS
 P.O. Box 1450
 Alexandria, Virginia 22313-1450
 www.uspto.gov

U.S. APPLICATION NUMBER NO. 10/539,097	FIRST NAMED APPLICANT Qi Wang	ATTY. DOCKET NO. PP/1-22799/A/PCT
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INTERNATIONAL APPLICATION NO. PCT/EP03/50955

I.A. FILING DATE 12/08/2003	PRIORITY DATE 12/18/2002
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324
 CIBA SPECIALTY CHEMICALS CORPORATION
 PATENT DEPARTMENT
 540 WHITE PLAINS RD
 P O BOX 2005
 TARRYTOWN, NY 10591-9005

REF: [illegible]
 Andrea DeCecchis

Docket Coordinator
 Patent Department

CONFIRMATION NO. 7123

371 FORMALITIES LETTER



OC000000020784428

Date Mailed: 10/12/2006

NOTIFICATION OF MISSING REQUIREMENTS UNDER 35 U.S.C. 371 IN THE UNITED STATES DESIGNATED/ELECTED OFFICE (DO/EO/US)

The following items have been submitted by the applicant or the IB to the United States Patent and Trademark Office as a Designated / Elected Office (37 CFR 1.495).

- Copy of the International Application filed on 06/15/2005
- Copy of the International Search Report filed on 06/15/2005
- Copy of IPE Report filed on 06/15/2005
- Preliminary Amendments filed on 06/15/2005
- Information Disclosure Statements filed on 06/15/2005
- U.S. Basic National Fees filed on 06/15/2005
- Specification filed on 06/15/2005
- Claims filed on 06/15/2005
- Abstracts filed on 06/15/2005

RECEIVED
 Andrea DeCecchis
 OCT 16 2006
 Docket Coordinator
 Patent Department

DOCKETED
 FOR: DEC. 12, 2006

The applicant needs to satisfy supplemental fees problems indicated below.

The following items **MUST** be furnished within the period set forth below in order to complete the requirements for acceptance under 35 U.S.C. 371:

- Oath or declaration of the inventors, in compliance with 37 CFR 1.497(a) and (b), identifying the application by the International application number and international filing date.
- To avoid abandonment, a surcharge (for late submission of filing fee, search fee, examination fee or oath or declaration) as set forth in 37 CFR 1.492(h) of \$130 for a non-small entity, must be submitted with the missing items identified in this letter.

SUMMARY OF FEES DUE:

Total additional fees required for this application is \$130 for a Large Entity:

pp/1-22799/A/PCT

- \$130 Surcharge.

ALL OF THE ITEMS SET FORTH ABOVE MUST BE SUBMITTED WITHIN TWO (2) MONTHS FROM THE DATE OF THIS NOTICE OR BY 32 MONTHS FROM THE PRIORITY DATE FOR THE APPLICATION, WHICHEVER IS LATER. FAILURE TO PROPERLY RESPOND WILL RESULT IN ABANDONMENT.

The time period set above may be extended by filing a petition and fee for extension of time under the provisions of 37 CFR 1.136(a).

Applicant is reminded that any communications to the United States Patent and Trademark Office must be mailed to the address given in the heading and include the U.S. application no. shown above (37 CFR 1.5)

*A copy of this notice **MUST** be returned with the response.*

DARRELL C COTTMAN

Telephone: (703) 308-9140 EXT 203

PART 1 - ATTORNEY/APPLICANT COPY

U.S. APPLICATION NUMBER NO.	INTERNATIONAL APPLICATION NO.	ATTY. DOCKET NO.
10/539,097	PCT/EP03/50955	PP/1-22799/A/PCT

2002-003298-0037

RESEARCH AGREEMENT

The Undersigned:

1. The SKLPME established at Sichuan University in Chengdu, China, in this matter duly represented by Prof. Qi Wang, hereinafter to be referred to as the 'Institute';
- and
2. DSM Melapur B.V., established at Geleen, the Netherlands, in this matter duly represented by Voncken, hereinafter to be referred to as 'DSM';

WHEREAS:

the Institute wishes to carry out research into 'Development of a halogen free flame retardant for polypropylene with DSM Melapur flame retardants' and DSM is prepared to finance this research.

DECLARE TO HAVE AGREED AS FOLLOWS:

1. Research field

The Institute will carry out research work comprising a study of 'Development of a halogen free flame retardant for polypropylene with DSM Melapur flame retardants' according to the scope of work which is attached as Appendix I to this agreement. The said research work will hereinafter be called the Project.

2. Research leader

The Project will be carried out in the Institute by Researchers, under the supervision of Prof. Qi Wang (hereinafter called the 'Institute Supervisor'). DSM will appoint Aelmans ('the DSM Supervisor') or his substitute to act on its behalf to liaise with, supervise and guide the work of the Researchers in consultation with the Institute Supervisor.

3. Personnel

The Researchers shall be employed by the Institute. The selection and nomination are subject to DSM's prior written approval.

4. Payment

DSM shall pay to the Institute the costs arising from the Project. Such costs shall not exceed USD 40,000/year.

The Institute shall charge no further costs, as may be necessary for carrying out the Project, unless previously agreed upon by DSM in writing.
DSM shall not owe any further compensation for the Project or the results of the Project to the Institute or to persons involved in the Project.
The Institute shall invoice DSM per 6 months. Payment by DSM shall be made within 30 days after receipt and acceptance by DSM of the invoice.



Qi Wang
April 5, 2001

5. Reporting

At any time DSM shall have complete access to all results from the Project and to all other information relating to the Project. The Institute will submit to DSM a written report on the status quo of the Project every 3 months. Consultations on the Project shall at least take place between parties every 3 months on a location that will be agreed in mutual understanding. Furthermore parties will consult each other frequently via e-mail, for which purpose the institute will at least provide one update per week via e-mail to DSM. The written final report on the Project shall be submitted to DSM not later than 2 months after termination of the Project. It shall be drawn up such that at least the following points are treated in a manner providing adequate insight into:

- research performed;
- results obtained (also negative ones);
- bottlenecks;
- conclusions and recommendations

6. Rights to existing know-how

The Institute shall make available to DSM all unfettered know-how it possesses in the field of the research to be conducted, as far as necessary for the Project. Insofar as this know-how is protected by industrial property rights, the Institute shall grant to DSM a free licence under these rights.

7. Assignment

If the Institute Supervisor shall cease to hold his present academic appointment during the course of the Project, the Institute undertakes to use all reasonable endeavours to appoint a substitute to fulfil all the duties and obligations as described in the agreement. The Institute shall notify DSM in writing before such a substitute becomes in any way concerned with the Project.


8. Secrecy

- 8.1. The Institute shall keep secret and not disclose to any third party or use for any other purpose than permitted under this agreement without DSM's prior written consent any data or information, whatever the nature, relating to this agreement, the Project, the results arising from the Project as well as any data or information whatever the nature, relating to the trade, business or activities of DSM. Also the fact that certain data or information have been obtained from DSM or have been acquired in the framework of the Project, even if it is covered by one of the exceptions meant hereinafter, shall be kept secret. Third parties shall be understood to include employees, professors and students of the Institute not directly involved in the Project.

The Institute shall limit dissemination of and access to such abovementioned data and information to those persons within the Institute who need to know such data and information for the purpose of the Project.

The Institute represents and warrants that it shall impose obligations corresponding with its obligations, especially in respect of secrecy, non-use and industrial property, arising from this agreement on all such persons engaged in the Project by or on behalf of the Institute. It takes responsibility for proper fulfilment of such obligations by those persons during and after their engagement in the Project.

- 8.2. The obligations of confidentiality and non-use set out in this clause shall not apply to information which the Institute can prove by documentary evidence to:


Qi Wang
April 5, 2001


- a. have been in the public domain at the date hereof;
 - b. have become part of the public domain through no fault or negligence of the Institute;
 - c. have been received from a third party, who has not acquired this information directly or indirectly from DSM and who had a legal right to disclose same;
 - d. have already been in the possession of the Institute at the date hereof, without having been obtained directly or indirectly from DSM.
- 8.3. Consistent with clause 8.1. DSM recognises that the Researchers and/or the Institute Supervisor may wish to publish, for example in a lecture, a paper in a scientific journal or in a doctor's thesis, the results relating to or arising from the Project. Prior to any publication, a concept has to be sent to DSM to be able to check the contents. If DSM agrees in writing with publication, the paper can be published. DSM therefore agrees that the results of the Project may be published in accordance with normal academic custom, provided always that publications are not detrimental to DSM's interests. In case DSM considers publication as detrimental it will ask with reasons to defer publication within three months after receipt of the manuscript. The final text of any proposed publication therefore has first to be approved by DSM in writing.
- 8.4. For the duration of this agreement and for two (2) years thereafter, the Institute shall not perform any activities for third parties in the same or a related field of research without DSM's prior written permission.
- 8.5. Materials supplied by DSM will be used for the project exclusively and will not be used for any other purpose. The Institute undertakes not to analyse or to have analysed any of the Materials delivered by DSM under this Agreement. Institute is entitled only to test and to conduct evaluations, research and development activities with respect to the properties and (potential) use of the Materials. Materials still available after ending the project will be returned to DSM immediately by the institute.

9. Rights to results

The results of the Project shall entirely be DSM property. DSM is entitled to exploit these results commercially to the exclusion of any others. DSM has the right to acquire industrial and/or intellectual property rights anywhere in the world for these results of the Project. The Institute will immediately notify DSM in writing of any invention or discovery in connection with and/or arising from the Project. The Institute in advance transfers its claims, if any, to industrial and/or intellectual property rights to DSM and, in so far as claims will not belong to DSM pursuant to the foregoing, ensures that the results of the Project will become DSM property. Where necessary, the Institute will co-operate in the acquisition of industrial property rights by DSM. DSM shall mention the name(s) of the inventor(s) in the application.

10. Duration of the agreement

The work on the Project shall start on April 1, 2001. Unless the parties otherwise agree in writing, this agreement shall expire on March 31, 2003. Nevertheless, the obligations of confidentiality as contained in clause 8 and the obligation of non-use as contained in clause 9 shall continue in full force and effect during two (2) years after the expiration date. If DSM and the Institute would agree that the Project would benefit from a limited extension, the period of 2 years may be extended by half a year, or so much longer as agreed upon by the parties in writing.


Gi Wang
April 5, 2001

11. Applicable law

This agreement shall be subject to Dutch Law only. For any disputes relating to this agreement which cannot be amicably resolved by the parties, the Court of Maastricht, the Netherlands, shall have exclusive jurisdiction.

In witness whereof, the parties hereto have caused this agreement to be duly executed on the dates indicated hereinbelow, of which the later date shall be the effective date of this agreement.

Signed on behalf of the Institute

Date: *April 5, 2001*

Date:

Signature: *Qi Wang*
Name: Prof. Qi Wang
Function: Director SKLPME,
Deputy Director, PRI

Signature:
Name:
Function:


Signed on behalf of DSM Melapur B.V.

Date: *April 11, 2001*

DATE:

APRIL 9, 2001

Signature: 
Name: Rob Voncken
Function: General Manager DSM Melapur B.V.

SIGNATURE: 
NAME: *NICO AELMANS*
FUNCTION: *RESEARCH & TECHNOLOGY
MANAGER DSM MELAPUR B.V.*

Qi Wang
April 5, 2001

ASSIGNMENT

I / We, the undersigned

1. Qi WANG, 9, Part 3, Building 3, Chuanda Huayuan Residential Area, Kehua Road, Chengdu 610065, Sichuan, P.R. China, Chinese
2. Yinghong CHEN, 52, Part 2, Building 8, Dormitory 14, Sichuan University, 24, Southern Section 1, Yihuan Road, Chengdu 610065, Sichuan, P.R. China, Chinese
3. Yuan LIU, Room 302, Dormitory 1, Graduate Student Flat, Nanyuan Residential Area, Sichuan University, 24, Southern Section 1, Yihuan Road, Chengdu 610065, Sichuan, P.R. China, Chinese
4. Xi XU, 37, Part 2, Building 1, Nanyuan Residential Area, Sichuan University, 24, Southern Section 1, Yihuan Road, Chengdu 610065, Sichuan, P.R. China, Chinese
5. Hesheng XIA, 24, Part 1, Building 13, Xinbeicun Residential Area, Sichuan University, 24, Southern Section 1, Yihuan Road, Chengdu 610065, Sichuan, P.R. China, Chinese
6. Zhengkun HUA, 25, Part 2, Building 8, 18, Gonghecun Residential Area, Sichuan University, 24, Southern Section 1, Yihuan Road, Chengdu 610065, Sichuan, P.R. China, Chinese

inventor(s) of an invention

filed in the People's Republic of China

on December 18, 2002 under No. 02156367.5

hereby assign all right, title and interest in and to that invention, including the right to seek and obtain world-wide patent protection thereon, to Ciba Specialty Chemicals Holding Inc., a body corporate organized according to the laws of Switzerland, of Klybeckstrasse 141, 4057 Basel, Switzerland (and to claim priority(ies) from the said application(s)).

Dated with effect from November 03, 2003

Qi Wang

1. Qi WANG

Xi Xu

4. Xi XU

Yinghong Chen

2. Yinghong CHEN

Hesheng Xia

5. Hesheng XIA

Yuan Liu

3. Yuan LIU

Zhengkun Hua

6. Zhengkun HUA

ASSIGNMENT

We **Ciba Specialty Chemicals Holding Inc.**
Klybeckstrasse 141
4057 Basel
Switzerland

for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, do hereby sell and assign to ***Ciba Specialty Chemicals Corporation, a Delaware corporation, of 540 White Plains Road, Tarrytown, NY 10591, USA***, its successors, assigns and legal representatives all our right, title and interest, in and for the United States of America,

invented by us and described in the application for **the People's Republic of China**

Chinese Priority No. **02 1 56367.5** filed **18 December 2002**

including (i) the authorization to file corresponding patent applications and continuations, continuations in part, supplementary disclosures, divisions or extensions thereof in the name of ***Ciba Specialty Chemicals Corporation*** in the United States in which an assignee can apply for a patent, (ii) any and all rights under international treaties, conventions, agreements, charters and laws in respect of the said invention, especially the right to claim priority based on the said application for United States Letters Patent, (iii), to be held and enjoyed by the said ***Ciba Specialty Chemicals Corporation*** as fully and entirely as the same would have been held and enjoyed by me/us if this assignment and sale had not been made, to obtain and enforce proper patent protection for said improvements;


And we hereby authorize and request the appropriate authorities to issue said Letters Patent to said ***Ciba Specialty Chemicals Corporation***.

Signed on **Basel, Switzerland, November 29, 2006**

Ciba Specialty Chemicals Holding Inc.



Verena Spengler
Patent Administrator



Petra Querfeld
Head of Patent Filing